

EXHIBIT 9

DATE 02/20/13

HB 477

MONTANA-DAKOTA UTILITIES CO.
**AGREEMENT BY PROPERTY OWNER OR AGENT TO PAY
UTILITY BILLS DURING PERIODS WHEN PROPERTY IS UNOCCUPIED**

Street Address, City, State

Account Num

Street Address, City, State

Account Num

Street Address, City, State

Account Num

It is my desire that Montana-Dakota Utilities Co. leave its natural gas and/or electric service turned on even if the tenant or occupant, in whose name the service is metered, requests that such service be discontinued.

In consideration of Montana-Dakota Utilities Co. doing so, I agree to pay promptly every service bill tendered for usage during the period of discontinuance of service by a tenant or occupant.

In case I sell the premises, I agree to notify Montana-Dakota Utilities Co. in writing and until Montana-Dakota Utilities Co. receives such notification, I will assume liability as provided above. I also agree to notify Montana-Dakota in writing if I change my address.

Montana-Dakota Utilities Co. expressly reserves the right to disconnect service to a tenant pursuant to the rules and regulations of the applicable regulatory agency. It is agreed by and between Montana-Dakota Utilities Co. and the undersigned that in cases where a tenant is disconnected at the Company's option, the Company will use its best efforts to notify me of the disconnection.

The undersigned is the owner or owner's agent of address(es) listed above.

Signed: _____ Date: _____

Please update, sign &
return. Thank you

(Please print or type information below)

Farzad Farsio

Name

1901 Broadwater Av Suite 2

Mailing Address

Billings, MT 59102

City

State

Zip Code

Area Code - Telephone Number

- Mail this form to your local Montana-Dakota Utilities Co. office in enclosed envelope. -

Clear Form


MONTANA-DAKOTA
UTILITIES CO.
A Division of MDU Resources Group, Inc.
In the Community to Serve®

CONTINUOUS SERVICE AGREEMENT

Scan and return via:
- E-mail: customerservice@mdu.com

- Fax: 1-701-323-3104 or

- Mail: Montana-Dakota Utilities Co., Attn: Customer Support, PO Box 7608, Boise, ID 83707-1608

1. **RECITATION.** The Undersigned (hereinafter referred to as "Customer") is the Financially Responsible Party (i.e. owner, manager, or otherwise financially responsible for the maintenance of the real properties described on Exhibit A hereto (hereinafter referred to as "Properties") which may be occupied by others (hereinafter referred to as "Tenants") from time to time. **Montana-Dakota Utilities Co.** (hereinafter referred to as the "Utility") provides Natural Gas and/or Electric services (hereinafter referred to as "Energy Services") to the location of the Properties in accordance with the terms of tariffs filed with the state regulatory agency of the jurisdiction in which the Properties are located. The Agreement is intended to assure continuous Energy Services to the Properties during periods in which a Tenant has not arranged for or has failed to maintain energy services.
2. **TERM.** This Agreement between the Utility and the Customer is effective as of the date (hereinafter referred to as the "Effective Date") that it is processed by the Utility. For electronic communication purposes, the Customer must provide an active e-mail address prior to processing. Utility will provide e-mail notification that the Agreement has been processed. This Agreement will continue in effect until cancelled by either party upon five (5) days prior written notice sent in accordance with Paragraph 5 below. Properties subject to this Agreement must have energy services activated prior to or on the Effective Date. Termination of this Agreement does not relieve the Customer from its obligation to pay for any Energy Service charges incurred under this Agreement prior to the effective date of termination. In the event the Customer cancels this Agreement with respect to one or more Properties listed on Exhibit A, the Customer will not be eligible to enter another Continuous Service Agreement for a period of 12 months with respect to those Properties that were cancelled. Failure on the part of the Customer to pay their bills promptly when due shall constitute sufficient grounds for termination of this Agreement by the Utility.
3. **RESPONSIBILITY.** The Utility agrees to provide Energy Services at the Properties specified by the Customer between occupancy by tenants, regardless of the time of year, until this Agreement is terminated with respect to the properties. The Customer assumes liability for Energy Service charges incurred during periods in which a Tenant has not assumed responsibility for payment of Energy Services to the Properties.

The Utility reserves the right to deny service or disconnect Energy Services pursuant to the rules and regulations of the applicable regulatory agency. If a Tenant is denied Energy Service, or Energy Services to the Tenant have been disconnected, the Customer may request that the Energy Services to the applicable Property be disconnected without affecting this Agreement. A disconnection of Energy Services to the Properties at the request of the Customer for any other reason will terminate the Agreement.

In the event of a dispute regarding any sums due, the date of discontinuance, or the effective date of Energy Services, the Utility's records will be presumed correct unless the Customer presents information showing the Utility's records are incorrect in which event the presumption shall no longer apply.
4. **DISCONNECTION.** In addition to the above terms of service, if a Tenant account at such a Property is discontinued for **Nonpayment of Services**, ☐ I DO ☐ I DO NOT request the Utility to continue Energy Services at the Property and bill me for such Energy Services until a new Tenant account is opened or I request termination of the Agreement with respect to the Property. These instructions will apply even if the Tenant remains in the Property.
5. **CHANGES AND DELETIONS.** The Customer agrees to provide **PRIOR WRITTEN NOTICE** to the Utility of any changes in telephone number, mailing address, e-mail address or additions and deletions to Exhibit A, Service Property Locations.

By signing this Agreement as the Customer, it is understood that the Customer is authorized to start or stop Energy Services, make additions or deletions of Properties to this Agreement and to enter into this Agreement. Other persons authorized to act on behalf of the Customer under this Agreement are shown on Exhibit B which may be amended by Customer upon receipt of written notice by the Utility.
6. **MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior Agreements and understandings relating to continuation of Energy Services to any of Customer's properties prior to the effective date of this Agreement. The Utility has no further responsibility or liability to the Customer, expressed or implied, for continuation of Energy Services to Customer's properties except as set forth herein.
7. **LIABILITY LIMITATION.** THE LIABILITY OF THE UTILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES OF CUSTOMER NOT TO EXCEED \$500 AND NEITHER PARTY SHALL BE RESPONSIBLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR ANY COMMERCIAL LOSS OF ANY KIND (INCLUDING LOSS OF BUSINESS OR PROFIT). THIS LIMITATION APPLIES TO ALL CLAIMS WHETHER BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY, INDEMNITY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER LEGAL THEORY.
8. **SIGNATURE.** This Agreement must be signed by the Customer. If property management services are used and a Property Manager signs this Agreement, the Property Manager assumes financial responsibility for Energy Services pursuant to this Agreement.

BILLING INFORMATION

(* An asterisk indicates that the information is required for processing.)

Please Print

E-mail Address: _____ (Enter an active e-mail address for electronic communication purposes)	*Social Security Number: _____
	*Business Tax ID Number: _____
Spouse/Partner Name: _____	*Emergency Contact Name: _____
*Billing Address: _____	*Address: _____
*City: _____ *State: _____ *Zip: _____	*City: _____ *State: _____ *Zip: _____
*Primary Contact Phone: (____) _____-_____	*Emergency Phone Number: (____) _____-_____
Cell Phone: (____) _____-_____	Employer Name: _____
Fax Number: (____) _____-_____	Work Phone: (____) _____-_____

Customer Printed Name: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY

CSA ID #: _____ Processed By: _____ Date: _____



Secretary of State Linda McCulloch
Montana SECRETARY OF STATE

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Rule: 38.5.1405

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Rule Title: NOTICE PRIOR TO AND AT THE TIME OF TERMINATION

Department: [PUBLIC SERVICE REGULATION, DEPARTMENT OF](#)
 Chapter: [UTILITY DIVISION](#)
 Subchapter: [Termination of Gas and Electric Service](#)



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Latest version of the adopted rule presented in Administrative Rules of Montana (ARM):

[Printer Friendly Version](#)

38.5.1405 NOTICE PRIOR TO AND AT THE TIME OF TERMINATION

(1) A utility may not terminate service to any residential, firm, commercial, industrial or other customer unless written notice is served.

(2) Termination notice shall be served as follows:

(a) If no response to the first notice is received within ten days of mailing, the utility must send a second notice by first class or certified mail (return receipt requested). The second notice must be sent by the utility or personally served on the customer at least ten days prior to the date of the proposed termination.

(b) A utility may terminate utility services upon serving written notice five business days prior to the proposed termination date when a customer:

(i) remits an insufficient funds check as payment to the utility after receiving the first notice of termination, or

(ii) breaches a payment agreement made pursuant to ARM [38.5.1415](#).

(c) The provisions of (a) shall govern notice of termination to landlord customers, except that the first notice must be sent at least 30 days prior to the date of the proposed termination.

(d) The utility shall give written notice of the proposed termination for nonpayment to each residential unit reasonably likely to be occupied by an affected tenant of a landlord customer subject to termination. Such notice shall not be rendered earlier than five business days following initial notification to the landlord customer. However, if the landlord customer disputes the amount owing, such notice shall not be rendered until the dispute has been resolved. In no event shall such notice be served upon the tenants less than 15 days prior to the termination of service to the landlord customer on account of nonpayment. **Upon affidavit, the Commission may, for good cause shown by the utility, reduce the minimum time between notification of the landlord customer and notification of the tenants.**

(e) Prior to termination of service the utility must make a diligent attempt to contact the customer, either in person or by telephone, to apprise him of the proposed action. If telephone or personal contact is not made, the utility employee shall leave notice in a place conspicuous to the customer that service will be terminated on the next business day unless the delinquent charges have been paid.

(3) When service is terminated, the utility employee terminating service shall leave notice upon the premises in a place conspicuous to the customer that service has been terminated which gives the address and telephone number of the utility where the customer may arrange to have service restored. The utility shall have personnel available after the time of termination and during normal business hours authorized to reconnect service if the conditions cited as grounds for termination are corrected to the utility's satisfaction and upon payment of any reconnection charge specified in the utility's filed tariffs.

History: Sec. [69-3-103](#), MCA, [IMP](#), Sec. [69-3-102](#), MCA; [NEW](#), 1980 MAR p. 645, Eff. 2/29/80; [AMD](#), 1982 MAR p. 2177, Eff. 12/31/82.

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For questions regarding the content, interpretation, or application of a specific rule, please contact the agency that issued the rule. A directory of state agencies is available online at <http://www.mt.gov/govt/agencylisting.asp>.

For questions about the organization of the ARM or this web site, contact sosarm@mt.gov.



MONTANA-DAKOTA

UTILITIES CO.

A Division of MDU Resources Group, Inc.

CONTINUOUS SERVICE PROGRAM

REMINDER

In July 2012, we updated our Continuous Service Agreement contract and at that time a packet including the new agreement was sent to our customers who had properties covered under a continuous service contract. In the packet we notified our customers that in order to maintain a Continuous Service Agreement, a new agreement form needed to be completed, signed and returned. Our records indicate that we have not received a new agreement contract from you in order to continue coverage for your properties. Currently your property is not protected if service to your tenant is discontinued for any reason.

Action required on your part to receive this service:

- Send in a signed agreement form now!
- If you are receiving this "Reminder Notice" and have recently sent in your signed agreement, please allow time for processing. You may contact us at customerservice@mdu.com to confirm processing has been completed.
- Service(s) must be activated prior to or on the date the agreement becomes effective.
- The agreement must be signed by a customer of Montana-Dakota who is financially responsible for real properties described in Exhibit A of the contract.

Property owners/managers wishing to maintain utility service at their property should consider the Continuous Service Program. Below are some highlights of the program:

- The agreement allows you to maintain uninterrupted service in your name at your property, in the case of a tenant who moves out, rather than the service going off. It also allows the option for Montana-Dakota to transfer service into your name in the event the tenant account is discontinued for non-payment. This helps protect your property from possible damage such as freeze-up during the winter months.
- Provides a 12-month continuous service agreement, regardless of the time of year.
- When energy service is reverted into your name, no reconnection fees do not apply if a Continuous Service Agreement is in effect.

If you have questions about the Continuous Service Agreement, or would like a contract form sent to you, please contact customer service at 1-800-638-3278 between 7 a.m. - 7 p.m. Monday through Friday, or at customerservice@mdu.com.



MONTANA-DAKOTA

UTILITIES CO.

A Division of MDU Resources Group, Inc.

P.O. Box 7608

Boise, ID 83707-1608

REMINDER

2/14/13

PREST-STD
U.S. POSTAGE
PAID
PERMIT NO. 419
BISMARCK, ND
ZIP CODE 58504



LEACH, CARMEN
1901 BROADWATER AVE STE 2
BILLINGS, MT 59102-4855

November 1, 2012

To Whom It May Concern,

I would like to relate to you a problem that I had with MDU. I own a number of rentals in Billings, MT, and Sheridan, WY, and at the time, I had nine gas or electric accounts with MDU. All of these accounts were current and had no late payments. I had some of the accounts for 15 to 20 years.

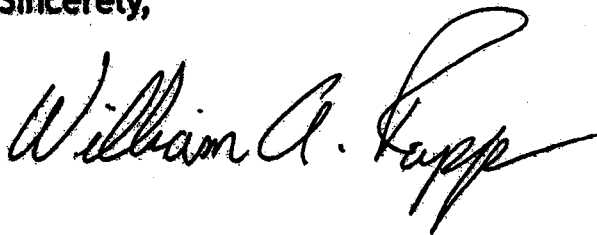
One day I received a call from a tenant at 740 Custer in Billings, saying that there was no hot water or heat in the building. When I contacted MDU they said that they shut the gas off for nonpayment. The MDU representative eventually admitted to me that they had received my check, but that one of their automated machines had torn off part of the check so that the bank couldn't process it because part of the account number was missing. Instead of calling me to resolve the problem, MDU shut off the gas to my three-unit building during cold weather. They said that they were only required to put a notice on one of the doors to the building and so that is what they did.

While talking to an accounts receivable lady about why the gas was turned off without contacting me directly when I had nine current accounts with excellent payment histories, she replied, and I quote verbatim, "At this point you are nothing more than an inconvenience to this company." I finally had to go down and pay in

person at the MDU office in Sheridan before they would turn the gas back on. All this because of their error in processing my timely check.

Because of this incident and several others that I've had with MDU, I can only assume that there is a negative corporate-wide attitude toward customers. That attitude is best described as a "we can do whatever we want because we have a monopoly." Hopefully, in the future someone can change that attitude.

Sincerely,

A handwritten signature in cursive script that reads "William A. Rapp". The signature is fluid and stylized, with a large initial 'W' and a long, sweeping underline.

William A. Rapp

Professional Management, Inc.



(406) 259-7870 BUS

(406) 259-1413 FAX

www.profmgmt.com

P.O. BOX 22006, Billings, MT 59104

October 24, 2012

To: MDU

Professional Management Inc is a property management company working with a hundred different owners. The ability to communicate with the utility companies directly is very important to us.

Although we have sent in fifty or sixty of your new landlord agreement, we can not tell if they ever took affect or not. We have to call the MDU office when every unit becomes vacant. Under the old landlord agreements we did not have to do that. Your company was very reliable and saved the owners thousands of dollars in not having frozen pipes.

Now, not only can we not tell if the new landlord agreements took affect or not, most times the people at MDU will not talk to my company.


Yesterday I talked to an owner who said, I think I have it now so you will be able to communicate with MDU but this is my fourth attempt in getting this in place so I am still not sure. I guess we will have to wait for a unit to become vacant to find out. With winter coming on that is a dangerous game to play. This is happening over and over. Units we thought would roll over didn't. I am going in to these places and they are very cold and we haven't hit the tough winter yet.

Since we have to call when every unit becomes vacant, and with all my owners calling just to find out if they have a landlord agreement, and with all the different rentals out there, this new system must be flooding your switchboard. And then, to aggravate the situation more, this new landlord agreement automatically expires in a year. The system we have to develop to make sure we renew these in 12 months is labor intensive.

This year, I am certain we will see more smaller organizations and mom and pop landlords with frozen pipes than ever before. The number of people who think the gas utility will roll over will be astounding. The insurance claims will be record breaking.

I plead for your help in developing a system that will work.

Thank you


James Welzenbach
Owner Professional Management

Stockman Bank

402 N Broadway • PO Box 2507 • Billings, Montana 59103-2507
406.655.2400 FAX 406.655.2424

10/17/2012

To Whom It May Concern:

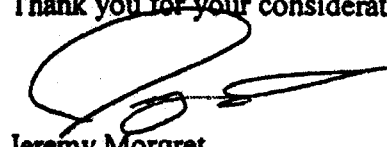
Financial institutions are required by law to obtain independent market valuations on real estate properties being secured by a loan. These valuations are either in the form of an appraisal completed by a certified appraiser or in the form of a comparative market evaluation performed by qualified real estate brokers or agents.

As part of the process of conducting an accurate evaluation, the appraiser, broker, or agent obtains information regarding the utility use of the subject property as this is a direct expense associated with the property and is a component of determining the income approach to value of the property. Financial institutions rely on the accuracy of the underlying data which was used to derive the estimated value of the property.

It is my understanding that the historical cost of utilities (gas & electric) for specific properties is no longer made available to appraisers and brokers. This limits their ability to complete an accurate real estate valuation of the property as they don't fully understand the expenses associated with the property.

This causes concern from the perspective of a lender. I would ask that you reconsider your policy in sharing historical usage and costs associated with real estate properties. Our industry relies heavily on the accuracy of market valuations on the properties we finance.

Thank you for your consideration,



Jeremy Morgret
VP, Branch Manager
Stockman Bank, Downtown Billings
(406) 655-2400



1643 Lewis Avenue, Suite 12 ♦ Billings, Montana 59102
Phone: 406.248.7145 ♦ Fax: 406.248.7478
www.Billings.org ♦ BoardOffice@Billings.org

October 24, 2012

To Whom It May Concern,

On behalf of the members of the Billings Association of Realtors®, I would like to bring to your attention an issue many of our agents have experienced recently.

In gathering information on properties, it is common for real estate agents to seek annual utility costs to help potential homebuyers or renters envision the true cost of purchasing or renting a residence. In the past, utility companies have been willing to provide this information to agents, but as of late, have ceased doing so.

It is not entirely clear why this practice has changed, but we would like to encourage utilities to go back to providing such information upon request. As professionals, we like to provide our clients with as much information as possible when they are considering their future residence. As you are well aware, utilities add significantly to a household's yearly budget and could be a determining factor in whether or not a property is purchased or rented.

Ideally, we would like to see the utilities revert back to their previous approach to requests for utility rate histories. However, if there is another approach to obtain this information, we would be happy to work with you. In the end, we hope we can find a solution that works for both parties.

Sincerely,

A handwritten signature in cursive script, appearing to read "Trina White".

Trina White
President



COMMERCIAL
AND RESIDENTIAL



T&E Realty, Inc.

Office 406 245 4220

Fax 406 245 4030

tande@tanderealty.com

November 13, 2012

To whom it may concern:

My name is Emilio Campos and I am a real estate broker in the city of Billings. I have received my CCIM and GRI designation in real estate.

I am writing this letter to express my concern about obtaining information of utilities on any commercial and residential properties. My clients hire me to analyze their properties for investment purpose. As part of the investment process, we accumulate all the financial information pertaining to income and expenses. This includes obtaining all data on the utilities. Without this needed information, it is difficult to determine a risk assessment for my investors and residential clients.

In the past, it was easy to obtain information. It seems that in today's environment it is much more difficult. It is difficult in the sense that the properties change ownership and tenants frequently and it is hard to locate them to receive authorization to review the utility data. In my business, we receive authorization upfront from the owners in the listing agreement to disclose information. This form enables real estate agents and brokers to disburse information to authorized parties.

I am sure this could be done in the utilities department. I am hoping we will be able to obtain such information to help determine the risk assessment for our clientele.

Thank you for your attention to this matter.

Emilio Campos CCIM, GRI
T & E Realty

This information is given with the understanding that all negotiations regarding this property will be handled through this office. The statement and figures presented, while not guaranteed, are obtained from sources believed reliable. Subject to contractual provisions, price of inventory changes without notice.



Richard A Klein, EA
1643 24th St W
Suite 205
Billings, MT 59102

December 11, 2012

Mr. Robert Leach
1901 Broadwater Ave
Billings, Mt. 59102

RE: MDU

Bob

On Friday the seventh of December, 2012 I received a call from my property manager that the tenant in one of my rentals had moved out without notice. That tenant had instructed MDU take the natural gas out of their name and a notice was sent to the property manager. We, of course, had owned these units for over 10 years and had this happen numerous times; although we always had the landlord agreement that the service was to be moved into our name when the unit was vacant. MDU has always honored this and we have not experienced a problem.

Just to be sure, I placed a call to the MDU at 1-800-638-3278. I explained the problem to a very nice clerk. She informed me that there was no landlord agreement on the property and I was very surprised. As I mentioned to you we have had these properties for many years and the landlord agreement was always there. Now – it isn't?

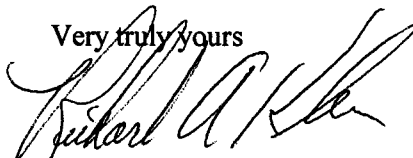
She took all of the information down and instituted a new landlord agreement. I informed her of the other properties and she said that I could list all of the addresses on the one form. She bolstered my confidence by stating that I could rest easy and that they would not turn off the gas on Monday as per the notice.

I rested easy, however, on Monday the tenth at 4:30 I received a call from my property manager that the gas had indeed been turned off. Naturally I was very irate and phoned that number again. The clerk apologized and indicated that it was their mistake and that they would send someone out immediately. I received notice from my property manager that they did indeed turn the gas back on at 7:48 that evening.

Normally I would say that we averted a problem, however, someone is still going to have to pay the property manager for his time. Imagine if they would have turned off the gas and left the vacant apartment in 20 degree winter weather. How many thousands of dollars in damage would this cost me? Why was a landlord agreement in effect all of these years and it simply went away?

Since I did everything I could in order to assure continuation of the utility why should they be allowed to simply ruin the unit. I believe that it is time for some legislation aimed at curing this problem. They are constantly demanding rate increases while lowering their services and now putting our real estate in jeopardy. They should not have the power to do what they are doing.

Very truly yours



Richard A. Klein, EA

November 1, 2012

To Whom It May Concern,

When I needed an additional gas meter installed in a duplex, MDU stated that there would be no fee to connect it. However, when I received my next invoice there was an \$85.00 charge for installation. When I called MDU, the representative stated that my gas stub-out was 2 inches too far away and that was why I had to pay \$85.00. When I asked him why they couldn't have put the meter 2 inches closer to my gas line, he responded that "it was not their problem."

I have been a plumber for 40 years and have dealt with utility companies in several parts of the country. I have never dealt with a utility company that has an attitude like MDU. Their "take it or leave it" and "we can do whatever we want" attitude is like no other I have ever seen.

Sincerely,

A handwritten signature in black ink, appearing to read "William A. Rapp". The signature is fluid and cursive, with a large, sweeping "W" and "R".

William A. Rapp